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October 18, 2013

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VIA ECF

Hon. Ramon E. Reyes
United States Magistrate Judge
United States District Court
225 Cadman Plaza
Brooklyn, NY 11201

Re: Docket No. 12-CV-1120
Christopher D'Arpa, Josue Joel Pujols-Vasquez, Desmond Mitchell and
Edgar Dadilla v. Runway Towing Corp., Runway Towing and Recovery
Corp., Cynthia Pritsinevelos and Chris Pritsinevelos

Dear Magistrate Judge Reyes:

We write in response to Gary Rosen's (revised) letter to the Court dated October 18, 2013. Defendants' check for \$7,500 payable to Gary Rosen as attorney, representing the first payment due under the parties' settlement agreement, was delivered to Mr. Rosen's office today.

My letter, quoted by Mr. Rosen, only asks whether he would consider a modification of the payment terms as proposed by defendants' accountant. I wrote that at the defendants' request but Mr. Rosen, rather than respond to me with a "yes" or "no", chose to write his aforesaid letter to the Court.

In asking me to write as I did to Mr. Rosen, Mr. Pritsinevelos mistakenly assumed that he still had a few days before the first payment was due. His confusion as to the correct date has resulted in the payment being one day late. We urge that such twenty-four hour delay not be used to engender another, unnecessary spate of litigation between these parties especially after so much effort was put into achieving such settlement.

As I write this letter, I was just handled the enclosed letter from Mr. Rosen, refusing to accept the check delivered by my client. I believe his is being unreasonable in refusing to accept that payment.

Respectfully,


Errol F. Margolin

cc: Gary Rosen

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October 18, 2013

VIA E-MAIL & CERTIFIED MAIL

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**Re: Docket No. 12-CV-1120
CHRISTOPHER D'ARPA, et.al. v. RUNWAY TOWING CORP., et.al.**

Dear Mr. Margolin:

As per our conversation earlier today, I told you that I would not accept anything from your client, Chris Pristsinevelos. Payment was to be delivered prior to the motion being filed with Judge Gleeson. The motion was filed on October 17, 2013.

More so, Mr. Pristsinevelos came to my office and was also instructed by my employees that we would not be accepting anything from him. However, your client left a sealed envelope in my office anyway. I am not opening the envelope and am returning it to you.

Thank you very much.

Sincerely,



Gary Rosen